

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

ASBESTOS WORKER, HEAT AND FROST INSULATOR:

MECHANIC

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

**BASIC
AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION**

AND

**LOCAL NO. 5,
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS
EFFECTIVE SEPTEMBER 24, 2001
TO AUGUST 4, 2004**

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Chief's Office

ARTICLE XI
Description of Work and Work Covered

Section 1: Description of Work

1. New Work: New work for the purposes of this Article is defined as:

(a) The construction of any facility, structure, process or building that did not previously exist at the same site.

(b) The construction of any facility, structure, process, system (or sub-system) or building that is a replacement for a significantly demolished facility, structure, process, system, sub-system or building.

© The insulation of existing duct, pipe, equipment or vessel surface that had not previously been insulated, excluding the addition of fitting insulation pads on previously insulated systems.

(d) Tenant development in new or existing facilities.

2. Maintenance: Maintenance shall be recognized as work covered under Section 2 of this Article XI where such work is of a repair, asbestos removal, reinstallation or maintenance character.

Section 2: Work Covered

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices engaged in the preparation and physical distribution on the job site, and application, of pipe and boiler coverings, insulation of hot surfaces, ducts, flues, etc., also the covering of cold piping and circular tanks connected with the same and all other work included in the trade jurisdictional awards to the Union.

This includes the installation of insulation on new work as well as maintenance or repair of work similar to the above, and the use of all materials for the purpose mentioned.

This work coverage clause shall include the fabrication of all fittings and lags whether done at the job site or in the shop.

All fabricated work done in the Employer's shop covered under the scope of this Agreement shall be supervised by Mechanic members under the terms and conditions of this Agreement and performed by employees under this Agreement or under the Local #5 Maintenance Agreement, and shall have the authorized Asbestos Workers International Union Label, or asbestos workers covered by this Agreement shall not be required to handle such material.

ARTICLE XII
At Work

Employees shall be considered "at work" for an Employer from the time they accept employment and they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until after reasonable notice has been given the Employer. The mechanic in charge of out-of-town operations where board is paid shall complete the same before leaving the Employer.

ARTICLE XIII
Union Office

The Union shall have a permanent office address with telephone service, where its Business Agent or authorized officer can be communicated with between 8:00 a.m. and 4:00 p.m. each working day for the purpose of answering inquiries and providing necessary service to the Trade.

ARTICLE XIV
Miscellaneous Provisions

1. The Union agrees that there shall be no limitation or restrictions placed upon the individual working efforts of employees.

2. The Employer and the Union agree that safe working conditions shall be provided on all jobs in accordance with State and Federal Law.

3. Payment of wages to any employee whose employment is terminated, or who terminates his employment shall be made in accordance with the provisions of the California Labor Code (Labor Code Sections 200 et seq.) as the same may be amended from time to time.

4. Nothing contained in this Agreement shall prohibit an employee or the Union on behalf of employees from submitting claims for unpaid wages, or other financial benefits provided for under Article VIII of this Agreement to an appropriate governmental agency for enforcement and determination, without proceeding through the grievance and arbitration procedure.

5. An employee driving a paste wagon shall receive the same rate of pay as Journeymen and shall receive subsistence in the amount set forth in the highest paid zone and shall be covered by all the terms and conditions of this Agreement. The rules governing the use and operation of paste wagons shall be as follows:

(a) The vehicle to be used will be a pickup or van type;

(b) The vehicle shall be the property of or leased by the Employer and shall not be the property of or leased from an employee;

(c) Loading and unloading shall be in accordance with Article II of this Agreement;

(d) The operator of the paste wagon shall be in charge of not more than one other employee;

(e) The operator shall be paid travel expenses based on the highest zone in which the operator works during the day;

(f) All paste wagons shall have permanent signs or mutually agreed-to identification including the company name or contractor license number.

6. In the event an employee is requested to work more than ten (10) consecutive hours, he shall receive a one half hour meal period at the end of the ten (10) hours, and every four (4) hours thereafter. The employee will be paid for the meal period only if he remains on the Job site during that time.

7. On Jobs of five (5) men or more the Employer shall provide reasonably adequate storage for tools owned by employees, provided such storage will not be considered as an acceptance of responsibility or security by the Employer.

8. The institution or maintenance by an Employer of any profit sharing or severance plan for employees covered by this Agreement shall be a subject of collective bargaining between the Employer and the Union. Any profit sharing or severance plan now in existence, covering employees represented by the Union, shall be dissolved and terminated as to such employees, and any funds then required by such plan to be distributed to such employees shall be distributed in accordance with the plan.

9. Annual time off for vacation for employees covered by this Agreement shall be scheduled by mutual agreement between Employer and employee. Each employee shall be entitled to two(2) weeks vacation annually.

10. Copies of all reports of Trust Fund benefit contributions will be mailed to the Union office each month.

11. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement.

12. The Employer and the Union agree that there will be no discrimination in employment because of race, color, religion, sex, age, handicapped status, or national origin and will comply with local, State, and Federal Equal Employment Opportunity Acts, and any other similar plans to accomplish the objectives of equal employment opportunities.

13. The Employer shall furnish a work order in writing to the employees for each job, and the work order shall supersede any other work order or specifications issued by others.

14. A superintendent on withdrawal from the Union, supervising work covered by this Agreement, may at the sole option of

Employees on a 3 day 12 hour workweek would be paid at 1 ½ times their regular rate for hours worked on the 4th consecutive day up to 12 hours and 2 times their regular rate for hours over 12.

Employees on a 3 day 12 hour workweek would be paid 2 times their regular rate for all hours worked on the 5th, 6th, or 7th consecutive days.

Employees on the 3 day 12 hour workweek who are prevented from working one or two of their 3 day schedule due to excused reasons provided for in the company's work rules would be paid a proportionate share of the four (4) bonus hours. If an employee is scheduled to work Friday, Saturday, and Sunday and is on jury duty or bereavement leave Friday, But works Saturday and Sunday he or she would be paid two thirds of the 4 bonus hours.

Reassignment:

Employees on one of the special workweeks may request to be reassigned to the regular shift if they have been on the special workweek for over 90 workdays and there are other employees with the needed qualifications.

Section 2: Target Jobs

1. The Union agrees to give careful consideration to modification of the overtime pay rates, as they apply to Saturday and Sunday work, on an individual project basis. The common goal of the Union and the Association is to remain competitive with non-union contractors. Any request for modification must be made prior to the bid of said projects.

2. Pre-Apprentices may be transferred from a Maintenance Job to Now Construction Project, visa-versa, providing that the Union has received prior written notice of such a transfer and also providing that the ratio of Pre-Apprentices so transferred does not exceed for such project the designated limit of such workers on the Project.

Any Maintenance Worker that is from time to time transferred to a new construction project to perform work as a Pre-Apprentice shall be paid at the same rate on the new construction job that he is currently receiving as a Maintenance Worker. This shall also apply to the fringe benefits paid to said worker. Additionally, only Class II and Class III Maintenance Workers may be utilized as Pre-Apprentices for such purposes.

Indentured Apprentices dispatched to the Employer as Pre-Apprentices shall be paid the pay rate appropriate to his/her current Apprenticeship status.

ARTICLE XVI Maintenance

1. This Article shall not apply to work performed of a new construction nature, which is work required to erect new complete facilities. This work shall be done in accordance with the basic Agreement without regard to this Article.

2. (a) When so elected by the Employer, multiple shifts may be worked. When two (2) or three (3) shifts are worked, the first, or day shift, shall be established on a standard eight (8) hour basis, 7:30 a.m. to 4:00 p.m.; the second shift shall on a standard seven and one-half (7-1/2) hour basis, 4:00 p.m. to 12:00 midnight; and the third shift shall be established on a standard seven (7) hour basis, 12:00 midnight to 7:30 a.m. For the purpose of this Article, the shift which begins at 12:01 a.m. Saturday shall be considered to be a Friday third shift; and the shift which begins at 12:01 a.m. Monday shall be considered to be a Sunday Third Shift. Modifications of the starting times of each shift may be agreed upon from time to time by the Union and the Employer.

(b) Pay for time worked on the second and third shifts shall be equivalent to eight (8) hours pay at the straight time hourly rate which would have been paid the employee had he performed such work on the day shift.

© All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday to Friday, inclusive, shall be paid at the applicable overtime rate.

3. In the event that this Agreement terminates and no Agreement is reached regarding wages and other working conditions, the parties hereto agree that in order that the continuity of work covered by this Article shall be maintained, the terms and conditions

of this Agreement, including this Article, shall remain in effect at the installations affected until a new Agreement has been negotiated, at which time the terms and conditions of the new Agreement will be effective on a retroactive basis to the date of the termination of the old Agreement. Any payments due the employee or benefit plans by virtue of the terms of the new Agreement shall be paid within five (5) days after the effective date of the new Agreement.

4. The regular workweek for employees working under this Article shall be five (5) days, Monday through Friday.

5. For Maintenance Work :

The first worker assigned to each job site to work under this Agreement shall be a Craftsman Leadman. Every seventh (7th.) worker assigned to the job site shall be a Mechanic covered by the Basic Agreement, except for asbestos and hazardous waste abatement work which shall comply to the ratios listed under Section IV, item #11 of the maintenance agreement.

6. For Asbestos Removal Work :

A. On asbestos removal projects on mechanical systems, including piping, ducts, breeches, air conditioning system equipment and processing and manufacturing systems, on work that requires seven (7) or more workers, the first worker assigned to each project under this Agreement shall be a Mechanic covered by the Basic Agreement. On such projects, the ratio of Maintenance Workers to each Mechanic shall not exceed twenty (20) to one (1) for work covered by this Agreement.

B. On mechanical systems projects requiring less than seven (7) workers, a craftsman or a Hazardous Material Handler (H.H.) Mechanic shall be designated in charge of the project. It is the intent of this Agreement that projects cannot be broken up into smaller components to avoid the requirements of assigning a Mechanic to the project.

C. On projects, other than those described above in paragraph A, a Craftsman may be designated to be in charge of up to fifteen (15) Maintenance Workers. If such employees exceed sixteen (16) workers employed under of this Agreement, or the Maintenance Agreement, a H.H. Mechanic or a Mechanic covered by the Basic Agreement shall be employed on the project for the duration of the project.

ARTICLE XVII
Target Job Program

1. A Target Job is a Job which the Union and Employer signatory to this Agreement agree that use of Pre-Apprentice, and 1st and 2nd year Apprentices in ratios other than provided in Article III of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient Pre-Apprentices, and 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate to fill the request.

2. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be notified of the special ratio of Pre-Apprentices, and 1st and 2nd year Apprentices to Mechanics which may be used for such Target Job. Any other Employer competing for such Target Job will be afforded the same ratio.

3. By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month.

4. All Pre-Apprentices, and 1st and 2nd year Apprentices dispatched to a Target Job will again register with the Union at the completion of the Target Job and will not continue in other employment following completion of such Target Job except upon the dispatch to such employment through the registration facilities maintained by the Union under the provisions of Article VII, Section 2, subparagraph 5, of this Agreement. All Target Job apprentices, at the completion of the Target Job, will again register on the waiting list maintained by the Asbestos Workers Joint Apprenticeship Committee for person, desiring to be inducted into the Apprenticeship Program.